

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
EVANSVILLE DIVISION**

LAURA E. HAWKINS, individually and)	
on behalf of others similarly situated,)	
MANUEL MOTTA, CHARLOTTE)	
HART (fka "Charlotte Goolsby"),)	
ROBERT SLUMAN, JR., KELLY D.)	
ISHAM, TROY LEE COLVIN, BRYANT)	
STEPP, and CARL MORRISON II,)	
)	CLASS ACTION COMPLAINT
Plaintiffs)	
)	COLLECTIVE ACTION
)	COMPLAINT PURSUANT TO
)	29 USC § 216(b)
)	
vs.)	CASE NO. 3:14-cv-00091-RLY-MPB
)	
ONSITE OCCUPATIONAL HEALTH)	
AND SAFETY INC.,)	
)	
Defendant)	

AFFIDAVIT OF ROBERT P. KONDRAS, JR.

Comes now the Affiant, Robert P. Kondras, Jr. ("Kondras"), who being duly sworn upon his oath and under the penalties for perjury, deposes and says the following:

1. That Kondras is a competent adult over the age of eighteen (18) and that Kondras bases this Affidavit upon his personal knowledge.

2. That in this Affidavit, Kondras will provide the information necessary to evaluate a claim for attorney's fees described in *Hensley v. Eckhart*, 461 U.S. 424, 103 S.Ct. 1933 (1983).

The Plaintiff Class makes its petition for attorney's fees pursuant to the terms of the parties'

Settlement Agreement granted preliminary approval on February 8, 2016 (Docket Entry 224) and

pursuant to the provisions of the Indiana Wage Payment Statute and the Fair Labor Standards

Act.

3. That since July 1, 1997, Kondras has been a partner with the law firm of Hunt, Hassler, Kondras & Miller LLP (formerly “Hunt, Hassler, Lorenz & Kondras LLP” and “Hunt, Hassler & Lorenz LLP”), 100 Cherry Street, Terre Haute, Indiana. Prior to that time, Kondras was an associate with the law firm of Hunt, Hassler & Lorenz LLP from August 1, 1994 to June 30, 1997.

4. That Kondras was admitted to practice law in the State of Indiana and before the United States District Courts for the Southern and Northern Districts of Indiana on October 31, 1994. That Kondras is also admitted to practice before the U.S. Court of Appeals for the Seventh Circuit, the United States District Courts for the Southern and Central Districts of Illinois, and the United States District Court of North Dakota.

5. That Kondras’ current billing rate for any employment-related legal matter, whether contingent or on a non-contingent basis, is Three Hundred Fifty Dollars (\$350.00) per hour. Kondras has billed at this rate of Three Hundred Fifty Dollars (\$350.00) per hour since January 1, 2015. Prior to that date, Kondras billed at the rate of Three Hundred Dollars (\$300.00) per hour for the period of time from January 1, 2012 through December 31, 2014, at the rate of Two Seventy-Five Dollars (\$275.00) per hour for the period of time between January 1, 2009 and December 31, 2011.

6. Kondras has been awarded his attorney’s fees at the rate of Three Hundred Fifty Dollars (\$350.00) per hour in a recent ruling from the Southern District of Indiana. *Ferguson et al v. Furrer et al.*, Case No. 1:12-cv-00738-MJD-RLY (Docket 113).

7. That Kondras performed almost all of the legal work in this litigation. Kondras was assisted by his Paralegal, Amanda L. Sanders. Ms. Sanders obtained her B.A. in Paralegal Studies from St. Mary of the Woods College in May 2012. She has worked for law firms since

2008. That Ms. Sanders' current billing rate for any employment-related legal matter, whether contingent or on a non-contingent basis, is One Hundred Twenty-Five Dollars (\$125.00) per hour.

8. That Kondras has reviewed each entry in the Plaintiff's itemized bill for services (attached hereto as Exhibit 1).

9. That, pursuant to the terms of the parties' Settlement Agreement and Plan of Allocation, Kondras is only requesting that One Hundred Thousand Dollars (\$100,000.00) of his overall Bill for Services of at least Three Hundred Seventy-Four Thousand Eight Hundred Twenty-Two Dollars and Fifty Cents (\$374,617.50) be paid to his firm for payment of attorney's fees. Of that sum, Kondras' own fees based upon his hourly rate were Two Hundred Ninety-Seven Thousand Five Hundred Eighty-Seven Dollars and Fifty Cents (\$297,382.50) (based upon 850.25 recorded hours of attorney time).

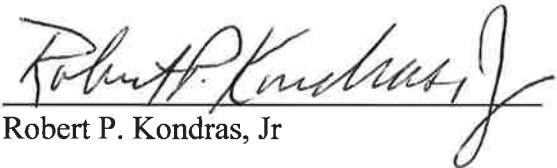
10. That Kondras is attaching to his Affidavit in support of Plaintiff's Motion to Approve Class Counsel's Attorney's Fees, Expenses and Costs Pursuant to Terms of Settlement Agreement. Consistent with the Plaintiff Laura Hawkins' original fee agreement, all of said entries are billed at Kondras' "current market rate" which is Three Hundred Fifty Dollars (\$350.00) per hour (with the exception of the few hours of legal work performed by Ms. Sanders). Said Exhibit 1 is a true and accurate accounting of all attorney's time and expenses which were necessary in this cause to date.

11. With respect to Exhibit 1, Kondras, in his routine and ordinary practice of billing, makes handwritten diary entries on time sheets which are then entered into a computer legal billing system called PC Law. Said diary entries describe the service performed for Plaintiff on each date and the amount of time spent by Kondras or his paralegal for each service.

12. That Kondras is experienced and specializes in the field of employment law and has successfully represented a substantial number of clients in wage, employment discrimination and employment law matters in both the United States District Court for the Southern District of Indiana, the United States District Courts for the Central District of Illinois and Southern District of Illinois, the United States District Court for the District of North Dakota, in many county courts in the State of Indiana, in private arbitrations, and in matters involving federal government employment.

13. That a substantial majority of Kondras' employment cases have been referred to him by other attorneys.

Further, Affiant saith not.


Robert P. Kondras, Jr

STATE OF INDIANA)
)SS:
COUNTY OF VIGO)

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this 18th day of February, 2015, personally appeared Robert P. Kondras, Jr., who stated that the above representations are true and correct to the best of his knowledge.

Witness my hand and seal.


Notary Public

Jamie L. Streeter Kiefner
Printed Name

My Commission Expires:

9/20/20

My County of Residence:

Sullivan

